

Internet Connection Users

Fill in the following information:

Company Name: _____

Billing Address: _____

Contact Person for Business Relations and Login Notification

Name: _____ Phone: _____ Fax: _____

E-mail Address _____

Primary User Information (entitled to receive Login Notification)

Name: _____ Phone: _____ Fax: _____

E-mail Address _____

Please mail **this form** and **2 SIGNED contracts** to:

Darlene L. Williams
Davis County Information Systems
PO Box 618
Farmington, UT 84025
(801) 451-3347
dlwilliams@daviscountyutah.gov

Make check payable to:
Davis County Treasurer

OFFICE USE ONLY

☐ Marks' Signature

Login: _____

Vendor# _____

☐ Excel Sheet annotated

☐ RediWeb Setup

☐ Emailed

AGREEMENT

This Agreement made and entered into this ____ day of _____, 20____, by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as “Davis County,” and _____, a corporation organized and existing under the laws of the State of Utah, hereinafter referred to as “Company.”

RECITALS:

Davis County has the responsibility to maintain records in the Davis County Recorder’s Office and is willing to make available access to County Recorder records through the use of electronic transmission to off-County site locations; and

Davis County desires to develop its own electronic network that will allow it to access Davis County Recorder records at an off-site location;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Company agrees to bear the cost of design and installation of a network of software and hardware at a site located away from the Davis County Courthouse which will enable Company to receive recording information at its off-site location.
2. Davis County shall have no responsibility or liability for any equipment of Company or any network developed by Company for its site located away from the Davis County Courthouse.
3. Upon execution of this Agreement, Company agrees to pay to Davis County a non-refundable connection fee of \$50.00. In addition Company agrees to pay to Davis County a monthly data charge and to subscribe to the service, all of which are identified and described on Exhibit A, attached hereto, incorporated herein and made a part hereof. The monthly charge shall be paid even if Company does not use the database of the County at any time during the month.
4. Company agrees that access to the County Recorder records under this Agreement is limited to off-site locations. This Agreement in no way permits direct connection to Davis County’s network or other computer services. Any attempt to directly connect to Davis County’s network will result in suspension of login access for Company.

5. A User code and Password will be provided exclusively to the designated person(s) specified on the Internet Connection Users form. The Company will submit an Internet Connection Users Update Form if any of the following conditions occurs:

- Company has a valid need to request a new User Code and Password for access to the County Recorder records
- Company's Contact Person has changed
- Company's Primary User has changed
- Company's Billing Address has changed

6. The term of the Agreement shall commence on the ____ day of _____, 20____, and continue until terminated. Either party may terminate this Agreement at any time by giving the other party thirty (30) days advance written notice. Notwithstanding the foregoing, this Agreement shall terminate in the event Davis County fails to appropriate funds for the support of this Agreement or in the event for any other reason funds for the program are terminated or otherwise not available.

7. Davis County does not guarantee the fitness of the data for any public or private purpose, nor shall it be liable for any damage, loss, or injury Company may suffer from any errors, omissions, or untimely data entry in the database.

8. In the event of default by either party, the defaulting party agrees to pay all costs of enforcing this Agreement including but not limited to attorney's fees incurred in connection with the enforcement of this Agreement.

9. The parties hereto agree that this Agreement shall be binding upon any successors in interest.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

DAVIS COUNTY

By: _____
Mark E. Langston
Information Systems, Director

COMPANY: _____

By: _____
President

EXHIBIT A

Company understands and agrees that service will be provided to Company through an Internet connection into Davis County's computer system. Fees will be charged as follows:

Monthly fee (without images)	\$15.00
Monthly fee (with images)	\$25.00 (not currently available)
Page or transaction request	\$0.10
Abstract request	\$0.50
Printer-friendly file generation	\$1.00 (available in Flashpaper or PDF format)

Fees will be billed monthly. For purposes of the Agreement, any time Company requests information from the web server, a fee will be generated. Davis County may change the above rates at any time by giving Company thirty (30) days advance written notice.

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